

**EXHIBIT E**  
**MAINTENANCE PLAN**

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## 1) Introduction

This Maintenance Plan between \_\_\_\_\_ (hereinafter referred to as the “Concessioner”) and the National Park Service, (hereinafter referred to as the “Service”) will serve as a supplement to Concession Contract CC-CAVE001-08 (hereinafter referred to as the “Contract”). Carlsbad Caverns National Park will be referred to as “Area” and the United States Department of the Interior will be referred to as “DOI”. It describes maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Carlsbad Caverns National Park, which are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, will control.

This Superintendent of Carlsbad Caverns National Park will review this plan annually in consultation with the Concessioner and will revise as determined necessary.

Any revisions will be consistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract. This plan will remain in effect until superceded or amended.

## 2) Definitions

In addition to all the defined terms contained in the Draft Contract, the following definitions apply to this Maintenance Plan.

- (a) **Operations** refer to all aspects of Concessioner activity authorized under the Contract. Operations include all services provided to the public and also include all non-public measures necessary to support those authorized services.
- (b) **Interior** refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, and utility systems that penetrate the walls, roof, or foundation.
- (c) **Maintenance** is the preservation and repair of capital investments, to the greatest practical extent, to the originally constructed condition or its subsequently improved condition. Maintenance includes operational cyclic repair and rehabilitation to address health, life and safety and provide a positive environment for area visitors and employees.
  - **Cyclic Maintenance** is work activities that reoccur on a periodic cycle of greater than one year but less than seven years.
  - **Preventative Maintenance** is planned, scheduled servicing, inspection, adjustment, and replacement that results in continued service, fewer breakdowns and prevents premature replacement of equipment and materials.
  - **Repair** is correcting an unsatisfactory or substandard physical condition. Repair is an aspect of maintenance and the objective of repair is the same as the objective of the general act of maintenance as defined above.
  - **Minor Repair** is a Repair, as defined above, that is incidental in nature and hence can be fixed on-the-spot without significant technical assistance or man-hours. Examples include replacing a light bulb or replacing a washer in a leaking faucet.

- **Replacement** is an aspect of repair and may be a necessary and/or an economically sound approach to repairs.

(f) See Section 2 of the Contract for additional definitions.

### 3) Responsibilities

#### A) General

(1) *Area Assignment.* The Concessioner is assigned Concession Facilities that are areas within Service structures for occupancy and use as shown in Exhibit C. Concession Facilities assigned on the surface, are defined by structure walls or paved areas. Areas assigned underground, are defined by Cavern walls or paved areas. The Concessioner has specific responsibilities, defined below, regarding the condition of these Concession Facilities.

(2) *Responsibilities.*

(a) *Real Property:* Except as specified elsewhere in the Contract, the Service will conduct all cyclical maintenance, preventive maintenance, major repair, and replacement related to Concession Facilities. The Concessioner will conduct all janitorial/custodial, groundskeeping, and minor repairs to the Concession Facilities. The Concessioner will complete this work on a timely basis to achieve the basic goals described in the most current Concession Management Guidelines.

- The current Concession Management Guidelines provide the general direction, expectations and standards on all aspects of operations. The operational performance standards provide the general standards for interior maintenance.
- The Concessioner will integrate energy efficiency, environmental protection, and sustainable design practices into its maintenance activities.
- The Concessioner will fund the repair or replacement of any damage to all real property, regardless of location, arising out of the action of the Concessioner and/or its employees, agents or contractors.

(b) *Personal Property:* The Concessioner will be responsible for all preventive maintenance, cyclical maintenance, repair, minor repair, and replacement of concessioner personal property.

(3) *Environmental Management.* The Concessioner will encourage companies it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials, and to develop and implement innovative technologies.

(a) Energy and Water Conservation. The Concessioner will incorporate water and energy efficiency in all maintenance practices and integrate water and energy conserving measures whenever feasible. The Concessioner will operate energy efficient products, such as those certified by the United States Environmental Protection Agency Energy Star Program to minimize energy consumption.

(b) Environmental Preferable Purchasing. The Concessioner will utilize products or materials that are less toxic, contain post-consumer recycled content, are naturally

or minimally processed products, and/or use other materials that have additional environmentally preferable attributes.

## **B) Plans, Reports and Inspections**

- (1) *Real Property Annual Maintenance Plan*: The Service will consult with the Concessioner when planning and conducting real property maintenance.
- (2) *Personal Property Annual Maintenance Plan*. The Concessioner will provide the Service with an updated "Annual Personal Property Maintenance Plan" that covers all personal property. The report will be delivered to the Superintendent on or before October 1. The Service will provide a written response within 30 days from receipt. The report will include:
  - (a) Preventative Maintenance (PM) Schedules. PM schedules will be developed by the Concessioner and included in the plan to ensure that all personal property is properly maintained.
  - (b) Cyclic Maintenance Schedules. Programmed cyclic maintenance items will be included in the Plan. Typical items in this category include refinishing or paint.
  - (c) Unscheduled Maintenance Items. The Concessioner will describe the procedure for handling both emergency and non-emergency unscheduled maintenance items.
  - (d) Replacement. The Plan will outline the scheduled systematic replacement of personal property for the following year.
  - (e) Costs: Proposed costing to accomplish the items in the Annual Personal Property Maintenance Plan.
- (3) *Inspection*. Per Exhibit B: Operating Plan, the Service will conduct inspections and reviews of the Concession Facilities to determine maintenance needs and assess the effectiveness of janitorial service and other Concessioner responsibilities related to Concessioner Facilities. At a minimum the Concessioner will conduct an annual review. Based upon the identified needs, the Superintendent and the Concessioner will develop a timeline to cure the deficiencies.

The following table summarizes the preceding reporting requirements and details other reports, plans, and inspections that will be the responsibility of the Concessioner.

| <b>Title</b>                            | <b>Schedule</b> | <b>Due Date</b>                    |
|---|-----------------|------------------------------------|
| Personal Property Maintenance Plan      | Annually        | On or before April 1 of each year. |
| Real Property Maintenance Plan Response | Annually        | Within 30 days of receipt          |

## **C) General Maintenance Procedures**

- (1) *Qualified Personnel*. All maintenance and repair work will be done by qualified personnel.

- (2) *Specifications and Written Approval.* Repairs or replacements will be done in accordance with Service regulations.
- (3) *Independent Inspections.* All independent inspection fees will be borne by the Concessioner.
- (4) *Cleaning.* The Concessioner will keep all public areas within their land assignment well maintained, clean and free of clutter and debris at all times.
- (5) *Windows.* The Concessioner will keep clean to such a level that visitors within the building may clearly view outside the building.
- (6) *Personal Property*
  - (a) The Superintendent may require the Concessioner to replace furniture and removable equipment at the end of its useful life or when the item presents a quality, safety or environmental issue.
  - (b) All personal property will be maintained according to industry standards for public use and be free of defects.
  - (c) All equipment used in food service operations, including but not limited to dishwashers, ovens, and serving tables, will be in compliance with all applicable laws and code including the most current Food and Drug Administration's Food Code and Public Health Service.
  - (d) All Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials will be maintained, serviced, and repaired per the manufacturer's recommendations, and replaced as necessary.

#### **D) General Maintenance Procedures for Underground Operation**

- (1) The Caverns are the Area's primary resource. The Underground Lunchroom Operation has the potential for significant adverse effects on the natural environment the Cavern. Special precautions and care must be taken to ensure protection of this fragile environment.
- (2) The Concessioner may conduct scheduled Maintenance and Repair in the Underground Operation only between the dates of November 1 to March 31 and after visitor hours. In the case of unscheduled emergency maintenance and repair, the Concessioner will notify the Superintendent as soon as possible.
- (3) Maintenance on equipment should, in every instance possible, take place on the surface in an approved location.
- (4) The Service will designate a wash-down area for cleaning of mats and garbage cans on the surface. The Concessioner, as part of their underground operation plan, will use environmentally safe products at this location.

#### **E) Utilities**

The Concessioner will fund the repair or replacement of any damage to all utility systems, regardless of location, arising out of the action of the Concessioner, its employees, agents or contractors.

- (1) *Water*

- (a) The Service maintain the water supply system.
- (b) The Concessioner may not alter, add-to, or extend the water system without prior written approval from the Superintendent.
- (c) The Service will provide bacteriological monitoring and chemical analysis of potable water it supplies.

(2) *Sewage*

- (a) The Service will conduct the day-to-day maintenance on lift stations.
- (b) The Service will repair or replace fixtures attached to the sewage disposal system, including sinks, toilets, and urinals, within the concession assigned areas.
- (c) The Concessioner will maintain and repair dishwashing equipment.
- (d) The Service will install grease traps.
- (e) The Concessioner will maintain, pump-out and clean grease traps as necessary to assure that grease does not flow into wastewater systems. Biological enzymes will not be used. Any and all work related to grease traps requires prior written approval from the Superintendent.
- (f) The Service will bill the Concessioner to recoup costs for clearing or replacing clogged sewer lines and cleaning lift station wet wells due to heavy grease accumulation caused by the Concessioner's operations.

(3) *Electrical*. The Service will maintain and repair the electrical supply system.

(4) *HVAC*. The Service will bill the Concessioner to recoup costs for the maintenance of all HVAC equipment within the concession assigned areas or on a prorated basis of the maintenance related to shared HVAC systems.

(5) *Telephone*. The Concessioner will be responsible for all on-premise telephone equipment and wiring in their assigned areas.

## **F) Solid Waste**

(1) *General*

- (a) Responsibility. The Concessioner will collect and dispose of all litter and garbage within its assigned areas, including the vending area. The Concessioner will keep all assigned areas free of litter, debris, garbage, and abandoned equipment, vehicles, furniture, or fixtures.
- (b) Receptacles
  - The Concessioner will provide waterproof and vermin-proof receptacles with working lids.
  - The Concessioner will place bins and garbage cans in convenient locations within the Concessioner Facilities and in sufficient quantity to handle the needs of its operations.

- The Concessioner will keep the receptacles clean and well maintained. Working lids will remain closed to minimize the attraction of insects and wildlife.
  - The Concessioner will place and clean daily the cigarette receptacles in the assigned areas.
- (c) The Concessioner will keep Concessioner Facilities free of spills, waste, and odors. All wet garbage from Concession operations will be adequately bagged, tied, and stored in sealed containers to prevent pest attraction and breeding. The Concessioner may not allow waste to accumulate in trash containers to the point of overflowing.
- (d) All materials generated as solid waste must be removed from the Area at the Concessioner's expense and disposed of in a timely manner at an approved site.
- (e) Solid waste is especially a concern in the surface operation outdoor seating area of the food and beverage concession, where high winds occur. The Superintendent may close the use of the outdoor seating area if litter is not properly controlled.

*(2) Garbage Collection*

The Concessioner will collect and remove the trash and garbage generated by its operations. The Service will coordinate with the Concessioner to use the Service's third-party collection service or to contract with a third party to provide garbage collection services. The Concessioner will not use its own garbage truck and or park its garbage truck outside the Concession Facilities. Any garbage contractor will not park their garbage truck on-site for any longer than required to remove that day's trash. If the Concessioner uses the Service's third-party garbage collection service, the Service will bill the Concessioner on a reimbursable basis. The Concessioner will hold any and all contractors to Service standards.

**G) Recycling**

*(1) General*

The Concessioner will implement a recycling program. Products to be recycled include, but are not limited to, paper, newsprint, cardboard, metals, plastics, aluminum, glass, used oil, antifreeze, and batteries. Such program will include, but not be limited to, the following:

- The provision of recycling collection bins, of a style approved by the Superintendent prior to purchase, at locations approved by the Superintendent prior to placement.
- The intended materials for deposit in recycling containers will be clearly identified. For instance, containers should be labeled for plastic, aluminum, glass, etc. in universal symbols and multiple languages.
- Removal from the Area and transportation to a recycling center.
- Storage of recyclables in appropriate secure storage containers to protect against odors that could attract animals.

*(2) Recycling Collection*

The Service will coordinate with the Concessioner to use the Service's third-party recycling service or to contract with a third party to provide recycling collection services. If the Concessioner uses the Service's third-party recycling collection service, the Service will bill the Concessioner on a reimbursable basis. The Concessioner will hold any and all contractors to the Service standards.

*(3) Use of Recycled Products*

The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over "throwaways." Where disposable products are needed, the Concessioner will use products which have the least impact on the environment. The Concessioner will use post-consumer recycled products whenever possible.

**H) Hazardous Materials and Hazardous Waste Program**

(1) The Concessioner will maintain health and safety standards and take necessary mitigative and corrective measures to assure healthy working and living environments in all assigned Concession facilities as outlined in Section 6 of the Contract.

(2) The Concessioner will implement a hazardous waste source reduction program to minimize and work towards eliminating use of hazardous chemicals in their operation.

*(3) Hazardous Material*

(a) The Concessioner will handle hazardous materials in accordance with applicable provisions contained in all applicable laws.

(b) The Concessioner will provide the Service documentation as to how the hazardous waste discharge was conducted.

(c) The Concessioner will properly mitigate and remedy all unauthorized discharges of hazardous materials or non-hazardous chemical and biological products resulting from their operation at their expense. The Concessioner will notify the Superintendent without delay when a release of hazardous or non-hazardous chemical or biological product occurs. Proper corrective, cleanup, and safety actions must be implemented immediately.

(d) Individual fleet and public service vehicles with a load rating greater than two tons should carry, at minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle. Vehicles and operators transporting hazardous materials must be Department of Transportation certified and/or registered if applicable, and operators must be knowledgeable of local emergency response and personal safety protocol.

Effective , 20\_\_

By: \_\_\_\_\_

Superintendent, Carlsbad Caverns National Park